

**If you plan to submit a bid directly to the Department of Transportation**

**PREQUALIFICATION**

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

**REQUESTS FOR AUTHORIZATION TO BID**

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Proposal Forms and Plans & Request for Authorization to Bid" (BDE 124) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

**WHO CAN BID ?**

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS:** It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

**WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?**

<b>Questions Regarding</b>	<b>Call</b>
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

**ADDENDUMS TO THE PROPOSAL FORMS**

Planholders should verify that they have received and incorporated the revisions prior to submitting their bid. If plans/proposals were requested prior to the date of the addendum, an addendum package should have been mailed to the planholder. If plans/proposals were ordered after the date of the addendum, the plans/proposal package should already include all revisions and an identifying addendum sheet immediately after the proposal cover sheet. Failure by the bidder to include an addendum could result in a bid being rejected as irregular. If a planholder has not received an addendum within 5 days after the addendum date noted, they should call 217-782-7806.

# 85

RETURN WITH BID

Proposal Submitted By

Name

Address

City

Letting March 7, 2003

## NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.  
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

# Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



Illinois Department  
of Transportation

Springfield, Illinois 62764

Contract No. 66237  
LIVINGSTON County  
Section (113)RS-1,T&I  
Project ACF-681(27)  
Route FAP 681  
District 3 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

☐ A Bid Bond is included.

☐ A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL  
(See instructions inside front cover)

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## INSTRUCTIONS

**ABOUT IDOT PROPOSALS:** All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

**HOW MANY PROPOSALS SHOULD PROSPECTIVE BIDDERS REQUEST?:** Prospective bidders should, prior to submitting their initial request for plans and proposals, determine their needs and request the total number of plans and proposals needed for each item requested. There will be a nonrefundable charge of \$15 for each set of plans and specifications issued.

**WHO CAN BID?:** Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Proposal Forms and Plans & Request for Authorization to Bid form (BDE 124) and submit an original Affidavit of Availability (BC 57).

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?:** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

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## RETURN WITH BID



Illinois Department  
of Transportation

## PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_  
\_\_\_\_\_

for the improvement identified and advertised for bids in the Invitation for Bids as:

**Contract No. 66237  
LIVINGSTON County  
Section (113)RS-1,T&I  
Project ACF-681(27)  
Route FAP 681  
District 3 Construction Funds**

**1.75 miles of 37 feet and variable width of bituminous concrete widening and resurfacing of Illinois Route 116 from Illinois Route 23 to the east city limits of Pontiac.**

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

## RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>			<u>Proposal Guaranty</u>	<u>Amount of Bid</u>			<u>Proposal Guaranty</u>
Up to		\$5,000 .....	\$150	\$2,000,000	to	\$3,000,000 .....	\$100,000
\$5,000	to	\$10,000 .....	\$300	\$3,000,000	to	\$5,000,000 .....	\$150,000
\$10,000	to	\$50,000 .....	\$1,000	\$5,000,000	to	\$7,500,000 .....	\$250,000
\$50,000	to	\$100,000 .....	\$3,000	\$7,500,000	to	\$10,000,000 .....	\$400,000
\$100,000	to	\$150,000 .....	\$5,000	\$10,000,000	to	\$15,000,000 .....	\$500,000
\$150,000	to	\$250,000 .....	\$7,500	\$15,000,000	to	\$20,000,000 .....	\$600,000
\$250,000	to	\$500,000 .....	\$12,500	\$20,000,000	to	\$25,000,000 .....	\$700,000
\$500,000	to	\$1,000,000 .....	\$25,000	\$25,000,000	to	\$30,000,000 .....	\$800,000
\$1,000,000	to	\$1,500,000 .....	\$50,000	\$30,000,000	to	\$35,000,000 .....	\$900,000
\$1,500,000	to	\$2,000,000 .....	\$75,000	over		\$35,000,000 .....	\$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is \_\_\_\_\_ \$(\_\_\_\_\_). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

### Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

BD 354 (Rev. 11/2001)

## RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

**When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.**

**If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.**

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

**ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES**

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**CONTRACT  
NUMBER -**

**66237**

State Job # - C-93-029-02  
PPS NBR - 3-38540-0100  
County Name - LIVINGSTON- -  
Code - 105 - -  
District - 3 - -  
Section Number - (113)RS-1, T&I

Project Number  
ACF-0681/027/000

Route  
FAP 681

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0301023	CONFIRMATION BEACON	EACH	1.000				
X0323370	TR SIG BATTERY BACKUP	EACH	4.000				
X0323423	TR SIG BAT BK UP RET	EACH	1.000				
X0323961	BIT SHLD REM 1 1/2	SQYD	1,778.000				
X0323962	BIT SHLD REM 2 1/2	SQ YD	1,134.000				
X0323963	CONFLIC MAN 5D T1F CL	EACH	1.000				
X0323964	ROOF DRAIN COLL NET	FOOT	287.000				
X0930400	STORM SEW WATER MN 12	FOOT	64.000				
X0930600	STORM SEW WATER MN 30	FOOT	189.000				
X3550300	BIT BC SUPER 6	SQ YD	54.000				
X3550500	BIT BC SUPER 8	SQ YD	290.000				
X3550700	BIT BC SUPER 10	SQ YD	1,789.000				
X3560140	BC BC WIDE SUPER 10	SQ YD	1,294.000				
X4020500	AGG SURF CSE B 6	SQ YD	45.000				
X4066426	BC SC SUPER "D" N70	TON	4,697.000				

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X4066770	LEV BIND MM SUPER N70	TON	1,249.000				
X4420500	TEMP PAVT PATCH	SQ YD	131.000				
X8860100	LOOP DET TESTING	EACH	1.000				
Z0000990	AGG FOR TEMP ACCESS	TON	102.000				
Z0013825	CONTR LOW-STRENG MATL	CU YD	1,251.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
20100110	TREE REMOV 6-15	UNIT	52.000				
20100210	TREE REMOV OVER 15	UNIT	261.000				
20200100	EARTH EXCAVATION	CU YD	3,895.000				
20800150	TRENCH BACKFILL	CU YD	800.000				
21101615	TOPSOIL F & P 4	SQ YD	9,720.000				
25000200	SEEDING CL 2	ACRE	0.400				
25000400	NITROGEN FERT NUTR	POUND	133.000				
25000500	PHOSPHORUS FERT NUTR	POUND	133.000				
25000600	POTASSIUM FERT NUTR	POUND	133.000				



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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
25100115	MULCH METHOD 2	ACRE	0.400				
25200110	SODDING SALT TOLERANT	SQ YD	7,716.000				
25200200	SUPPLE WATERING	UNIT	270.000				
28000250	TEMP EROS CONTR SEED	POUND	40.000				
28000400	PERIMETER EROS BAR	FOOT	658.000				
28000500	INLET & PIPE PROTECT	EACH	6.000				
31100300	SUB GRAN MAT A 4	SQ YD	8,724.000				
35300400	PCC BSE CSE 9	SQ YD	722.000				
35400400	PCC BASE CSE W 9	SQ YD	1,067.000				
40600200	BIT MATLS PR CT	TON	24.300				
40600300	AGG PR CT	TON	153.500				
40600895	CONSTRUC TEST STRIP	EACH	1.000				
40600980	BIT SURF REM BUTT JT	SQ YD	210.000				
40600990	TEMPORARY RAMP	SQ YD	729.000				
42300200	PCC DRIVEWAY PAVT 6	SQ YD	665.000				

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42300400	PCC DRIVEWAY PAVT 8	SQ YD	2,016.000				
42400100	PC CONC SIDEWALK 4	SQ FT	22,077.000				
42400610	TEMP SIDEWALK	SQ FT	11,039.000				
44000006	BIT SURF REM 1 1/2	SQ YD	39,551.000				
44000008	BIT SURF REM 2 1/2	SQ YD	9,161.000				
44000100	PAVEMENT REM	SQ YD	1,683.000				
44000200	DRIVE PAVEMENT REM	SQ YD	2,510.000				
44000300	CURB REM	FOOT	2,111.000				
44000500	COMB CURB GUTTER REM	FOOT	8,749.000				
44000600	SIDEWALK REM	SQ FT	22,692.000				
44000900	BIT CONC REMOVAL	SQ YD	296.000				
44001430	BIT SHOULDER REMOV	SQ YD	394.000				
44002800	ISLAND PAVEMENT REM	SQ YD	62.000				
44201773	CL D PATCH T1 11	SQ YD	30.000				
44201777	CL D PATCH T2 11	SQ YD	229.000				

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44201798	CL D PATCH T1 13	SQ YD	26.000				
44201803	CL D PATCH T2 13	SQ YD	116.000				
44201811	CL D PATCH T1 14	SQ YD	18.000				
44201815	CL D PATCH T2 14	SQ YD	321.000				
44201819	CL D PATCH T3 14	SQ YD	59.000				
44201821	CL D PATCH T4 14	SQ YD	77.000				
44300900	STRIP REF CR CON TR A	FOOT	7,065.000				
48202070	BIT SHLD SUPER 1 1/2	SQ YD	1,778.000				
48202090	BIT SHLD SUPER 2 1/2	SQ YD	1,134.000				
48202600	BIT SHLD SUPER 8	SQ YD	427.000				
50300225	CONC STRUCT	CU YD	9.000				
550A0050	STORM SEW CL A 1 12	FOOT	831.000				
550A0070	STORM SEW CL A 1 15	FOOT	420.000				
550A0090	STORM SEW CL A 1 18	FOOT	99.000				
550A0110	STORM SEW CL A 1 21	FOOT	211.000				

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550A0120	STORM SEW CL A 1 24	FOOT	109.000				
550A0130	STORM SEW CL A 1 27	FOOT	205.000				
550A0140	STORM SEW CL A 1 30	FOOT	84.000				
550A0340	STORM SEW CL A 2 12	FOOT	76.000				
550A0400	STORM SEW CL A 2 21	FOOT	252.000				
550A0410	STORM SEW CL A 2 24	FOOT	109.000				
550A0430	STORM SEW CL A 2 30	FOOT	295.000				
550A0440	STORM SEW CL A 2 33	FOOT	275.000				
550A0450	STORM SEW CL A 2 36	FOOT	44.000				
550A2320	SS RG CL A 1 12	FOOT	244.000				
550A2330	SS RG CL A 1 15	FOOT	44.000				
550A2340	SS RG CL A 1 18	FOOT	43.000				
550A2350	SS RG CL A 1 21	FOOT	265.000				
550A2380	SS RG CL A 1 30	FOOT	50.000				
550A2530	SS RG CL A 2 15	FOOT	129.000				

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550A2540	SS RG CL A 2 18	FOOT	125.000				
550A2560	SS RG CL A 2 24	FOOT	50.000				
550A2580	SS RG CL A 2 30	FOOT	79.000				
550A2600	SS RG CL A 2 36	FOOT	7.000				
550B0140	STORM SEW CL B 1 30	FOOT	53.000				
55034200	SS 1 RCEP S23 R14	FOOT	59.000				
55034300	SS 1 RCEP S30 R19	FOOT	200.000				
55100300	STORM SEWER REM 8	FOOT	84.000				
55100400	STORM SEWER REM 10	FOOT	3.000				
55100500	STORM SEWER REM 12	FOOT	41.000				
60218400	MAN TA 4 DIA T1F CL	EACH	3.000				
60218500	MAN TA 4 DIA T3F&G	EACH	3.000				
60220230	MAN TA 4 DIA SPL F&G	EACH	5.000				
60221100	MAN TA 5 DIA T1F CL	EACH	5.000				
60221200	MAN TA 5 DIA T3F&G	EACH	4.000				

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60222930	MAN TA 5 DIA SPL F&G	EACH	6.000				
60223800	MAN TA 6 DIA T1F CL	EACH	3.000				
60228110	MAN SAN 4 DIA T1F CL	EACH	6.000				
60235700	INLETS TA T3F&G	EACH	21.000				
60236200	INLETS TA T8G	EACH	1.000				
60238700	INLETS TA W/SPL F&G	EACH	5.000				
60240220	INLETS TB T3F&G	EACH	16.000				
60240385	INLETS TB W/SPL F&G	EACH	3.000				
60250500	CB ADJ NEW T1F CL	EACH	2.000				
60255500	MAN ADJUST	EACH	12.000				
60255800	MAN ADJ NEW T1F CL	EACH	3.000				
60260500	INLETS ADJ NEW T3F&G	EACH	10.000				
60262510	INLET ADJ NEW F&G SPL	EACH	4.000				
60500040	REMOV MANHOLES	EACH	9.000				
60500060	REMOV INLETS	EACH	31.000				

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60605000	COMB CC&G TB6.24	FOOT	11,257.000				
60622400	CONC MED TSM6.06	SQ FT	98.000				
67000400	ENGR FIELD OFFICE A	CAL MO	15.000				
67100100	MOBILIZATION	L SUM	1.000				
70100700	TRAF CONT-PROT 701406	L SUM	1.000				
70102620	TR CONT & PROT 701501	L SUM	1.000				
70102622	TR CONT & PROT 701502	L SUM	1.000				
70102635	TR CONT & PROT 701701	L SUM	1.000				
70102640	TR CONT & PROT 701801	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	25.000				
70300100	SHORT-TERM PAVT MKING	FOOT	11,274.000				
70300210	TEMP PVT MK LTR & SYM	SQ FT	316.000				
70300220	TEMP PVT MK LINE 4	FOOT	23,810.000				
70300240	TEMP PVT MK LINE 6	FOOT	2,932.000				
70300250	TEMP PVT MK LINE 8	FOOT	2,982.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION  
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66237

State Job # - C-93-029-02  
PPS NBR - 3-38540-0100  
County Name - LIVINGSTON- -  
Code - 105 - -  
District - 3 - -  
Section Number - (113)RS-1, T&I

Project Number  
ACF-0681/027/000

Route  
FAP 681

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70300260	TEMP PVT MK LINE 12	FOOT	702.000				
70300280	TEMP PVT MK LINE 24	FOOT	781.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	1,159.000				
72000100	SIGN PANEL T1	SQ FT	50.000				
72000200	SIGN PANEL T2	SQ FT	141.000				
72400720	RELOC SIGN PANEL T2	SQ FT	46.000				
78000100	THPL PVT MK LTR & SYM	SQ FT	301.000				
78000200	THPL PVT MK LINE 4	FOOT	22,980.000				
78000400	THPL PVT MK LINE 6	FOOT	2,657.000				
78000500	THPL PVT MK LINE 8	FOOT	2,733.000				
78000600	THPL PVT MK LINE 12	FOOT	690.000				
78000650	THPL PVT MK LINE 24	FOOT	729.000				
78003100	PREF PL PM TB LTR-SYM	SQ FT	15.000				
78003110	PREF PL PM TB LINE 4	FOOT	830.000				
78003130	PREF PL PM TB LINE 6	FOOT	275.000				



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66237

State Job # - C-93-029-02  
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County Name - LIVINGSTON- -  
Code - 105 - -  
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Section Number - (113)RS-1, T&I

Project Number  
ACF-0681/027/000

Route  
FAP 681

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78003140	PREF PL PM TB LINE 8	FOOT	249.000				
78003150	PREF PL PM TB LINE 12	FOOT	12.000				
78003180	PREF PL PM TB LINE 24	FOOT	52.000				
78100100	RAISED REFL PAVT MKR	EACH	479.000				
78300200	RAISED REF PVT MK REM	EACH	292.000				
80500200	SERV INSTALL TY B	EACH	6.000				
80500205	SERV INSTALL TY B MOD	EACH	2.000				
80801100	W POLE 20 CL 4	EACH	4.000				
81012400	CON T 1 1/4 PVC	FOOT	5,624.000				
81012700	CON T 2 1/2 PVC	FOOT	239.000				
81013000	CON T 4 PVC	FOOT	54.000				
81021370	CON P 4 PVC	FOOT	895.000				
81400400	CONC HANDHOLE	EACH	19.000				
81400600	CONC DBL HANDHOLE	EACH	4.000				
81500200	TR & BKFIL F ELECT WK	FOOT	5,131.000				

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**CONTRACT  
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**66237**

State Job # - C-93-029-02  
PPS NBR - 3-38540-0100  
County Name - LIVINGSTON- -  
Code - 105 - -  
District - 3 - -  
Section Number - (113)RS-1, T&I

Project Number  
ACF-0681/027/000

Route  
FAP 681

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
81700110	EC C EPR RHW 1C 10	FOOT	3,806.000				
82103250	LUM SV HOR MT PC 250W	EACH	7.000				
85000200	MAIN EX TR SIG INSTAL	EACH	1.000				
85700205	FAC T4 CAB SPL	EACH	4.000				
86000100	MASTER CONTROLLER	EACH	1.000				
86400100	TRANSCEIVER - FIB OPT	EACH	2.000				
87100140	FO CAB C 62.5/125 12F	FOOT	393.000				
87301215	ELCBL C SIGNAL 14 2C	FOOT	3,453.000				
87301225	ELCBL C SIGNAL 14 3C	FOOT	3,029.000				
87301245	ELCBL C SIGNAL 14 5C	FOOT	4,503.000				
87301255	ELCBL C SIGNAL 14 7C	FOOT	5,875.000				
87301305	ELCBL C LEAD 14 1PR	FOOT	8,275.000				
87301805	ELCBL C SERV 6 2C	FOOT	80.000				
87502490	TS POST GALVS 15	EACH	7.000				
87601100	PED P-B POST GALVS T1	EACH	1.000				

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**CONTRACT  
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**66237**

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PPS NBR - 3-38540-0100  
County Name - LIVINGSTON- -  
Code - 105 - -  
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Section Number - (113)RS-1, T&I

Project Number  
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Route  
FAP 681

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
87700180	S MAA & P 28	EACH	2.000				
87700210	S MAA & P 34	EACH	1.000				
87700240	S MAA & P 40	EACH	1.000				
87700260	S MAA & P 44	EACH	1.000				
87700280	S MAA & P 48	EACH	1.000				
87700320	S MAA & P 55	EACH	1.000				
87702910	STL COMB MAA&P 36	EACH	1.000				
87702930	STL COMB MAA&P 40	EACH	1.000				
87702940	STL COMB MAA&P 42	EACH	1.000				
87702950	STL COMB MAA&P 44	EACH	3.000				
87702985	STL COMB MAA&P 52	EACH	1.000				
87800100	CONC FDN TY A	FOOT	18.000				
87800200	CONC FDN TY D	FOOT	15.000				
87800400	CONC FDN TY E 30D	FOOT	102.000				
87800500	CONC FDN SPL	FOOT	69.000				

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District - 3 - -  
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Route  
FAP 681

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
87900200	DRILL EX HANDHOLE	EACH	19.000				
88020160	SH P 1F 3S BM	EACH	7.000				
88020170	SH P 1F 3S MAM	EACH	21.000				
88020270	SH P 1F 5S BM	EACH	17.000				
88020280	SH P 1F 5S MAM	EACH	17.000				
88102200	PED SH POLY 1F BM	EACH	24.000				
88200410	TS BACKPLATE L F PLAS	EACH	63.000				
88500100	INDUCTIVE LOOP DETECT	EACH	43.000				
88600100	DET LOOP T1	FOOT	7,492.000				
88800100	PED PUSH-BUTTON	EACH	24.000				
89000100	TEMP TR SIG INSTALL	EACH	3.000				
89502375	REMOV EX TS EQUIP	EACH	4.000				
89502380	REMOV EX HANDHOLE	EACH	10.000				
89502385	REMOV EX CONC FDN	EACH	16.000				

**CONTRACT NUMBER**

**66237**

**THIS IS THE TOTAL BID \$ \_\_\_\_\_**

**NOTES:**

- 1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.**
- 2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY and the TOTAL PRICE.**
- 3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.**
- 4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.**

## RETURN WITH BID

### **STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES**

#### **I. GENERAL**

**A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

**B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

**C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

#### **II. ASSURANCES**

**A.** The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

##### **B. Felons**

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

##### **C. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

## **RETURN WITH BID**

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **E. Inducements**

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

### **III. CERTIFICATIONS**

**A.** The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

### **C. Educational Loan**

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

### **D. Bid-Rigging/Bid Rotating**

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.



## RETURN WITH BID

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

### **E. International Anti-Boycott**

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

### **F. Drug Free Workplace**

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

**G. Debt Delinquency**

1. The Illinois Procurement Code provides:

Section 50-11. Debt Delinquency.

- (a) No person shall submit a bid or enter into a contract with a State agency under this Code if that person knows or should know that he or she is delinquent in the payment of any debt to the State, unless the person has entered into a deferred payment plan to pay off the debt. For purposes of this Section, the phrase "delinquent in the payment of any debt" shall be determined by the Debt Collection Board.
  - (b) Every bid submitted to and contract executed by the State shall contain a certification by the bidder or contractor that the contractor is not barred from being awarded a contract under this Section and that the contractor acknowledges that the contracting State agency may declare the contract void if the certification completed pursuant to this subsection (b) is false.
2. The bidder certifies that it is not barred from being awarded a contract by this section. The bidder acknowledges that the Department may declare the contract void if this certification is false.

## TO BE RETURNED WITH BID

### IV. DISCLOSURES

**A.** The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

### **B. Financial Interests and Conflicts of Interest**

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. **Disclosure Forms.** Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

### **C. Disclosure Form Instructions**

#### **Form A: For bidders that have previously submitted the information requested in Form A**

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

### CERTIFICATION STATEMENT

**I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.**

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**Form A: For bidders who have NOT previously submitted the information requested in Form A**

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES \_\_\_ NO \_\_\_  
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

**Form B: Identifying Other Contracts & Procurement Related Information** Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

**D. Bidders Submitting More Than One Bid**

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item \_\_\_\_\_ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

---

---

ILLINOIS DEPARTMENT  
OF TRANSPORTATIONForm A  
Financial Information &  
Potential Conflicts of Interest  
Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

**DISCLOSURE OF FINANCIAL INFORMATION**

**1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

**FOR INDIVIDUAL (type or print information)****NAME:** \_\_\_\_\_**ADDRESS** \_\_\_\_\_**Type of ownership/distributable income share:**

stock \_\_\_\_\_ sole proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ other: (explain on separate sheet):  
 % or \$ value of ownership/distributable income share: \_\_\_\_\_

**2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

## RETURN WITH BID/OFFER

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_ No \_\_\_
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_ No \_\_\_
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

Yes \_\_\_ No \_\_\_

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_ No \_\_\_

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes \_\_\_ No \_\_\_

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes \_\_\_ No \_\_\_

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes \_\_\_ No \_\_\_

## RETURN WITH BID/OFFER

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes \_\_\_ No \_\_\_

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes \_\_\_ No \_\_\_

### APPLICABLE STATEMENT

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.**

Completed by:

\_\_\_\_\_  
Name of Authorized Representative (type or print)

Completed by:

\_\_\_\_\_  
Title of Authorized Representative (type or print)

Completed by:

\_\_\_\_\_  
Signature of Individual or Authorized Representative

\_\_\_\_\_  
Date

### NOT APPLICABLE STATEMENT

**I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.**

**This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.**

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Form B  
Other Contracts &  
Procurement Related Information  
Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

**1. Identifying Other Contracts & Procurement Related Information.** The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_ No \_\_\_

If **"No"** is checked, the bidder only needs to complete the signature box on the bottom of this page.

**2. If "Yes" is checked.** Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

**THE FOLLOWING STATEMENT MUST BE SIGNED**

_____ Name of Authorized Representative (type or print)	
_____ Title of Authorized Representative (type or print)	
_____ Signature of Authorized Representative	_____ Date



## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



## RETURN WITH BID

Contract No. 66237  
LIVINGSTON County  
Section (113)RS-1,T&I  
Project ACF-681(27)  
Route FAP 681  
District 3 Construction Funds

### PART II. WORKFORCE PROJECTION - continued

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) \_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) \_\_\_\_\_ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) \_\_\_\_\_ persons will be directly employed by the prime contractor and that (number) \_\_\_\_\_ persons will be employed by subcontractors.

### PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company \_\_\_\_\_

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

#### NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

BC-1256-Pg. 2 (Rev. 3/98)

## RETURN WITH BID

### **ADDITIONAL FEDERAL REQUIREMENTS**

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), all bidders make the following certifications.

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:
1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES \_\_\_\_\_ NO \_\_\_\_\_
  2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES \_\_\_\_\_ NO \_\_\_\_\_

**RETURN WITH BID****Contract No. 66237  
LIVINGSTON County  
Section (113)RS-1,T&I  
Project ACF-681(27)  
Route FAP 681  
District 3 Construction Funds**PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

(IF AN INDIVIDUAL)

Firm Name \_\_\_\_\_

Signature of Owner \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

(IF A CO-PARTNERSHIP)

Firm Name \_\_\_\_\_

By \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Name and Address of All Members of the Firm:

\_\_\_\_\_

\_\_\_\_\_

(IF A CORPORATION)

Corporate Name \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Typed or printed name and title of Authorized Representative \_\_\_\_\_

Attest \_\_\_\_\_

(IF A JOINT VENTURE, USE THIS SECTION  
FOR THE MANAGING PARTY AND THE  
SECOND PARTY SHOULD SIGN BELOW)

Business Address \_\_\_\_\_

\_\_\_\_\_

(IF A JOINT VENTURE)

Corporate Name \_\_\_\_\_

By \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Typed or printed name and title of Authorized Representative \_\_\_\_\_

Attest \_\_\_\_\_

Signature \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

If more than two parties are in the joint venture, please attach an additional signature sheet.

RETURN WITH BID



**Illinois Department  
of Transportation**

**Division of Highways  
Proposal Bid Bond**  
(Effective November 1, 1992)

Item No. \_\_\_\_\_  
Letting Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ as SURETY, are  
held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in  
Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well  
and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF  
ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date  
indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified  
in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the Department; and if, after award by the  
Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required  
insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt  
payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission  
or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between  
the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by  
said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then  
Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such  
period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's  
fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this  
\_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature & Title) (Signature of Attorney-in-Fact)

**Notary Certification for Principal and Surety**

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, do hereby certify that  
\_\_\_\_\_ and \_\_\_\_\_

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and  
SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary  
act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

My commission expires \_\_\_\_\_  
Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring  
the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid  
bond as shown above.

Electronic Bid Bond ID# \_\_\_\_\_ Company/Bidder Name \_\_\_\_\_ Signature and Title \_\_\_\_\_

# PROPOSAL ENVELOPE



Illinois Department  
of Transportation

## PROPOSALS

for construction work advertised for bids by the  
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 323  
Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

### **NOTICE**

**Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.**

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

Contract No. 66237  
LIVINGSTON County  
Section (113)RS-1,T&I  
Project ACF-681(27)  
Route FAP 681  
District 3 Construction Funds



**Illinois Department of Transportation**





1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., March 7, 2003. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
2. **DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 66237  
LIVINGSTON County  
Section (113)RS-1,T&I  
Project ACF-681(27)  
Route FAP 681  
District 3 Construction Funds**

**1.75 miles of 37 feet and variable width of bituminous concrete widening and resurfacing of Illinois Route 116 from Illinois Route 23 to the east city limits of Pontiac.**

3. **INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.  
  
(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Secretary of the  
Illinois Department of Transportation

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2003

This sheet contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA    Standard Specifications for Road and Bridge Construction  
              (Adopted 1-1-02) (Revised 1-1-03)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
205    Embankment .....	1
251    Mulch .....	2
442    Pavement Patching .....	3
449    Removal and Replacement of Preformed Elastomeric Compression Joint Seal .....	4
505    Steel Structures .....	5
506    Cleaning and Painting Metal Structures .....	8
512    Piling .....	9
669    Removal and Disposal of Regulated Substances .....	10
671    Mobilization .....	11
702    Work Zone Traffic Control Devices .....	12
1003    Fine Aggregates .....	13
1004    Coarse Aggregate .....	14
1020    Portland Cement Concrete .....	17
1021    Concrete Admixtures .....	24
1024    Nonshrink Grout .....	25
1069    Pole and Tower .....	27
1070    Foundation and Breakaway Devices .....	28
1094    Overhead Sign Structures .....	30

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
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## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 681 (IL 116), Section (113)RS-1, T&I, in Livingston County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Contract #66237

#### LOCATION OF PROJECT

Illinois Route 116 (Howard Street) from Illinois Route 23 to Pearl Street in Pontiac.

#### DESCRIPTION OF PROJECT

This improvement consists of pavement widening at select locations, storm sewer, curb and gutter removal and replacement, concrete sidewalk removal and replacement, concrete driveway pavement, bituminous surface cold milling, bituminous resurfacing, pavement markings, traffic signal installation at one location and traffic signal modifications at three locations.

#### COMPLETION DATE

All work associated with this project shall be completed on or before November 30, 2003 plus 25 working days to complete the landscaping and pavement marking activities.

#### EMBANKMENT

(Effective July 1, 1990

Revised February 8, 1996)

This work shall be performed in accordance with Section 205 of the Standard Specifications except that the embankment material shall not be placed and compacted at moisture contents in excess of 110 percent of optimum moisture unless authorized, in writing, by the engineer.

#### EARTH EXCAVATION

The excavation required to construct the Portland cement concrete base course and base course widening and the bituminous base course and base course widening will be included in the earth excavation for the project and will be paid for at the contract unit price per cubic yard for EARTH EXCAVATION.

### **BITUMINOUS BASE COURSE 6" AND 8"**

The bituminous base course material used to construct the private and commercial entrances shall conform to Article 355 of the Standard specifications except the top 2-inch nominal compacted layer shall be a surface course, Superpave Mix D, N70 material conforming to the applicable portions of BDE Special Provision "Superpave Bituminous Concrete Mixtures" revised April 1, 2002.

Any additional costs involved in constructing the entrances as mentioned above will be included in the contract unit price per square yard for BITUMINOUS BASE COURSE 6" or 8" and no additional compensation will be allowed.

### **BITUMINOUS BASE COURSE AND BITUMINOUS BASE COURSE WIDENING 10"**

The bituminous mixture used to construct the bituminous base course and bituminous base course widening shall be a Bituminous Concrete Binder Course, Superpave, IL 19.0, N70 material conforming to the applicable portions of BDE Special Provision "Superpave Bituminous Concrete Mixtures" revised April 1, 2002.

### **AGGREGATE SURFACE COURSE, TYPE B**

(Effective February 19, 1993)

Add the following to Article 402.07 of the Standard Specifications:

The top layer shall be given a final rolling with a roller meeting the requirements of Section 1100. The compaction shall be to the satisfaction of the engineer.

### **BITUMINOUS CONCRETE SURFACE COURSE, CUT OFF DATE**

(Effective July 1, 1990)

Placement of Bituminous Concrete Surface Course will not be permitted after October 15 unless approved, in writing, by the engineer.

### **PRIMING**

(Effective July 1, 1990

Revised July 1, 1994)

The prime coat used on brick, concrete, or bituminous bases shall be RC-70.

### **BITUMINOUS COMPACTION EQUIPMENT**

(Effective April 1, 1996)

The bituminous concrete surface course will be compacted in accordance with Article 406.16 of the Standard Specifications, except a pneumatic tired roller will not be allowed.

### **SURFACE COURSE PAVING SEQUENCE**

(Effective July 1, 1990

Revised February 8, 1996)

The bituminous concrete surface course shall be placed in a sequence that will minimize the time the centerline edge is exposed to traffic. When at the end of a day's operations the exposed centerline edge is greater than 300m (1,000'), the contractor will be required to pave in the adjacent lane on the following work day.

## **TEMPORARY SIDEWALKS**

The Contractor shall schedule his construction activities to keep the time between removal of existing sidewalks and replacement of new concrete sidewalks at a minimum. When the Contractor cannot quickly replace sidewalk that has been removed, he shall install temporary sidewalks. These sidewalks shall be a minimum of three feet wide and a minimum thickness of three inches of compacted aggregate (CA 10 or CA 12), Type B or other similar locally available aggregate approved by the Engineer. If the temporary sidewalk is to remain in place for more than four weeks, it shall be constructed with a minimum of two inches of Portland cement or bituminous concrete at the Contractor's option. The Contractor may also construct the temporary sidewalk with Portland cement or bituminous concrete when left in place less than four weeks.

This work will be paid for at the contract unit price per square foot for Temporary Sidewalk and shall include the removal and disposal of all materials used to construct the sidewalks.

## **PATCHING JOINTED CONCRETE PAVEMENT**

(Effective July 25, 1991)

(Revised July 1, 1994)

Add the following paragraph to Article 442.05(b) of the Standard Specifications:

As an alternate, the contractor may use an approved wheel saw to make transverse and shoulder patch boundary cuts.

## **TEMPORARY PAVEMENT PATCHES**

This work shall consist of placing temporary pavement patches on the south side of Howard Street at all side street intersections from Oak Street to Hazel Street where the existing pavement will be removed to improve the existing profile. The Contractor, depending on his sequence of operations, may decide to install the proposed storm sewer and temporarily patch the pavement first and then remove the remaining pavement with a later operation. If so, the Contractor shall place temporary patches consisting of 8 inches of Aggregate Base Course Type B and 3 inches of Bituminous Base Course, both materials compacted to the satisfaction of the Engineer. If the contractor chooses to remove the complete area of pavement removal and install the storm sewer and replace the pavement during the same operation, then the Temporary Pavement Patches will not be required.

This work shall be paid for at the contract unit price per square yard for TEMPORARY PAVEMENT PATCHES.

## **BITUMINOUS SHOULDERS 1 ½" AND 2 ½"**

The bituminous mixture material used to construct the bituminous shoulders 1 ½" and 2 ½" shall be a Bituminous Concrete Surface Course, Superpave, Mix D, N70 material conforming to the applicable portions of BDE Special Provision "Superpave Bituminous Concrete Mixtures" revised April 1, 2002.

## **CONFLICT MANHOLES**

This work consists of the construction of storm sewer manholes of the type and size specifies in the plans at locations where the storm sewer pipe would be in conflict with existing sanitary sewer piping.



The work shall include the removal of a length of sanitary sewer pipe equal to the outside diameter of the manhole plus two feet and replacement with ductile iron pipe. The inside diameter of the ductile iron pipe shall match the inside diameter of the pipe removed.

The ductile iron pipe material shall meet the requirements of Section 30-3.01E of the Standard Specifications for Water and Sewer Main Construction in Illinois and shall be joined with the existing pipe ends by encasing the ends of pipes in eight inches of concrete.

This work will not be paid for separately, but shall be included in the cost for CONFLICT MANHOLES of the size and type affected by this work.

### **MANHOLES, SANITARY**

This work shall consist of the construction of sanitary sewer manholes over existing sanitary sewer lines at the locations indicated in the plans and as directed by the Engineer.

The manhole shall be constructed in accordance with applicable highway standards and the "Typical Manhole Type A" detail found in the Standard Specifications for Water & Sewer Main Construction in Illinois.

This work will be paid for at the contract unit price EACH for MANHOLES, SANITARY of the type and size specifies and shall include the cost for the frame and lid.

### **SPECIAL FRAME AND GRATE**

All storm sewer structures located in the ramp area of PCC Sidewalks shall have a Neenah R-3238 Concave Inlet Frame and Grate or equivalent frame and grate installed.

These frames and grates will not be paid for separately, but shall be included in the cost for INLETS or MANHOLES of the size and type affected by this work.

### **COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.24**

The Contractor shall be responsible for transitioning the curb and gutter from the typical cross-section to a cross-section that will match the Special Frame and Grate in the ramp areas of the PCC sidewalk.

Any additional cost in transitioning the curb and gutter will not be paid for separately but shall be included in the contract unit price for COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.24 and no additional compensation will be allowed.

### **COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.24**

Revise the first sentence of the seventh paragraph of Article 606.06 of the Standard Specifications to read: Areas of adjacent portland cement concrete pavement, base course or base course widening or bituminous concrete base course or base course widening less than 300 mm (12 in.) in width shall be constructed monolithic with the curb or combination curb and gutter.

## **CONTROLLED LOW-STRENGTH MATERIAL**

The ends of existing storm sewers to be abandoned in place will be plugged in accordance with Article 550.05 of the Standard Specifications. Before the ends are plugged, the storm sewer pipes shall be filled with material meeting the requirements of the Recurring Special Provision for Controlled Low-Strength Material, Checksheet # 24, adopted January 1, 2002.

This work shall be paid for at the contract unit price per cubic yard for CONTROLLED LOW STRENGTH MATERIAL, and shall include the cost to plug the ends of the existing storm sewers.

All backfill used for storm sewer trenches beneath pavement shall be material meeting the requirements of Recurring Special Provision for Controlled Low-Strength Material, Checksheet # 24, adopted January 1, 2002 and will be paid for at the contract unit price per cubic yard for CONTROLLED LOW STRENGTH MATERIAL.

## **CONCRETE STRUCTURE**

This work includes all labor, equipment, and material required to construct a proposed concrete retaining wall in accordance with the details in the plans and at the locations shown in the plans. All work shall meet the requirements of Section 503 of the Standard Specifications.

This work will be measured and paid for at the contract unit price per cubic yard for CONCRETE STRUCTURE.

## **STORM SEWER, RUBBER GASKET**

(Effective January 1, 1997)

This item is included to satisfy the EPA requirements for horizontal and vertical separation of storm sewer and water mains outlined in Section 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Storm Sewer, Rubber Gasket is to be used at locations where the water main crosses below the storm sewer, regardless of vertical separation or where the bottom of the water main is less than 457mm (18") above the top of the storm sewer.

This work shall consist of constructing storm sewers of the required inside diameter with the necessary fittings in accordance with Section 550 of the Standard Specifications and the following additions or exceptions.

At locations shown on the plans, the contractor shall furnish and install a reinforce concrete pipe of the size, class, and type indicated with rubber gasket joints which conforms to ASTM Specification C-361.

The joint shall be approved by the Illinois Environmental Protection Agency for storm sewer lines crossing above water mains.

This work will be measured and paid for at the contract unit price per meter (foot) for STORM SEWER, RUBBER GASKET of the type and size indicated.

## **STORM SEWER WATER MAIN**

(Effective July 1, 1990)

Revised July 31, 1997)

This item is included to satisfy the EPA requirements for horizontal and vertical separation of sewer and water mains outlined in Section 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Storm sewer water main is to be used at locations where lateral separation between the sewer and water main is less than 3.1m (10') and the water main invert is less than 457mm (18") above the storm sewer crown.

This work shall consist of furnishing and installing storm sewer of the size specified constructed of ductile iron pipe, Class 52 with bell and rubber gasket joint or concrete pressure pipe conforming to the latest AWWA Standard C300, C301, C302, C303 at the locations shown in the plans. This work shall be in accordance with the applicable portions of Sections 550 and 561 of the Standard Specifications, the applicable portions of the Standard Specifications for Water and Sewer Main Construction and as specified herein. In case of conflict between Standard Specifications, the Standard Specifications for Water and Sewer Main Construction in Illinois shall take precedence and shall govern.

No testing or disinfecting of the newly laid storm sewer will be required.

This work will be measured and paid for at the contract unit price per meter (foot) for STORM SEWER WATER MAIN, of the size indicated, which shall include the cost of furnishing and installing the storm sewer and fittings as specified and the cost of providing and placing the granular cradle mentioned in Article 20-202A of the Standard Specifications of Water and Sewer Main Construction.

## **CONCRETE FOUNDATION (SPECIAL)**

This pay item shall include the construction of a CONCRETE FOUNDATION, TYPE E whose outside diameter is 36". All other construction shall be the same as CONCRETE FOUNDATION, TYPE E, 30-INCH DIAMETER as detailed on Std. 878001 and in Art. 878 of the Standard Specifications.

This work will not be paid for separately, but shall be included in the contract unit price per foot for CONCRETE FOUNDATION (SPECIAL) at the depth specified in the plans.

## **PREFORMED PLASTIC PAVEMENT MARKING, TYPE B**

(Effective October 4, 2000)

This item shall consist of placing pavement marking as specified in Article 780.07 of the Standard Specifications except for the following:

On asphalt concrete surfaces, the Type B markings shall be inlaid according to Article 780.07(a).

On Portland cement concrete surfaces, the Type B markings shall be inlaid according to paragraph five of Article 780.07(a). The markings shall be rolled and compacted according to paragraph six of Article 780.07. Grinding equipment and all other work required to place the preformed markings to these specifications shall be approved by the Engineer.

This work will not be paid for separately, but shall be included in the contract unit price per foot for PREFORMED PLASTIC PAVEMENT MARKING, TYPE B of the applied line width specified.

## **TRAFFIC CONTROL PLAN**

(Revised January 1, 2002)

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards herein and in the plans and the Standard Specifications for Traffic Control Items.

Special Attention is called to the following sections of the Standard Specifications, the Highway standards, and the special provisions relating to traffic control:

Standard Specifications:

Section 701 – Work Zone Traffic Control  
Section 702 – Work Zone Traffic Control Devices  
Section 703 – Work Zone Pavement Marking  
Section 783 – pavement Marking and Marker Removal

Highway Standards:

701101	701106	701311	701406	701501	701502
701701	701801	702001			

In addition, the following also relate to traffic control for this project:

### **SPECIAL PROVISIONS**

#### **RECURRING SPECIAL PROVISIONS**

The Contractor shall contact the City of Pontiac a minimum of one week prior to beginning work between Oak and Chicago Streets so the City may coordinate work to relocate city lighting located along Howard Street (IL Route 116).

### **ENTRANCES AND SIDE STREETS**

To insure that property owners and the traveling public have a minimum inconvenience of access, the Contractor shall provide access to all residences and /or commercial or public establishments and side streets during construction to the satisfaction of the Engineer. This may be accomplished by constructing entrances and side streets one half at a time or if a establishment has two or more entrances, leaving at least one entrance available for use. If constructing entrances one half at a time, the Contractor shall also leave a minimum ten-foot gap in the concrete curb and gutter.

No additional compensation will be allowed for the stage construction of entrances, side streets and concrete curb and gutter.

### **TEMPORARY TRAFFIC SIGNAL INSTALLATION**

Add the following two paragraphs to Article 890.02 of the Standard Specifications.

TEMPORARY TRAFFIC SIGNALS shall be installed at intersections shown in the plans. These installations may consist of temporary signal posts with movable bases, temporary span wire mounted signal heads, or the like. Existing signal phasing and types of indication shall be

maintained throughout the duration of the construction process unless a specific construction activity requires a temporary change in the phasing of the intersection. A request for a temporary change in phasing or signal indication shall be coordinated with District 3 personnel. The District can be contacted at (815) 434-8505.

The contractor shall be responsible for installing temporary traffic signal items as needed to facilitate their construction sequence.

### **LOOP DETECTOR TESTING**

(Effective December 1, 1999; Revised January 1, 2002)

The contractor is advised of the presence of existing detector loops which will be retained in the completed signal installation. In order to assure proper operation of the detector loop circuits following completion of the work, it will be necessary to document the condition of each existing loop detector which will be retained.

The required loop detector testing shall consist of measuring the following electrical characteristics of each loop within the intersection to determine if the loop meets the indicated criteria:

1. Loop Inductance. Stable frequency (frequency varies by less than +/-3 hertz) and minimum 50 microhenries when driven by amplifier.

For any loop that does not show a stable frequency, the contractor shall determine if the unstable frequency is due to equipment malfunctions in the cabinet or outside the cabinet. The contractor shall notify the engineer of the source of the unstable frequency. Any problem due to existing equipment problems in the cabinet shall be repaired by city maintenance. Any problem possibly caused by the necessary construction work shall be repaired and paid for separately on this contract.

Any loop that does not exceed 50 microhenries inductance shall be replaced.

Loop Resistance to Ground. Minimum 50 megohms.

For any loop circuit with less than 50 megohms resistance to ground or any loop that is being replaced, the contractor shall break the loop to lead-in splice and measure the resistance to ground of the detector loop alone and each leg of the detector loop lead-in cable. If a single leg of the lead-in cable has a low resistance to ground, the contractor shall replace the lead-in cable. If the detector loop, separated from the lead-in cable, passes the required tests, the loop shall not be replaced.

Loop Circuit Resistance. Maximum 3 ohms for lead-in less than 200 feet. Maximum 5 ohms for lead-in greater than 200 feet.

For any loop circuit with resistance greater than stated above, the splice shall be opened and the loop and each leg of the lead-in cable shall be tested. If the detector loop cable is the cause of the high resistance reading, the detector loop shall be replaced. If the lead-in cable is the cause of the high resistance reading, the lead-in cable shall be replaced as directed by the engineer.

The contractor shall furnish a Decatur Electronics Loop Tester, Model DLT-150, or superior, to measure the loop resistance above ground, and quality factor of each loop. This unit shall remain the property of the contractor.

The measurements shall be recorded for each loop circuit, including lead-in cable, following completion of the work, in the presence of the Engineer. The measurements shall be taken at the controller cabinet.

Any damaged detector loop or lead-in cable shall be replaced as directed by the Engineer.

If it is determined that an existing detector loop is damaged due to construction operations, the contractor shall notify the Illinois Department of Transportation at 815-434-8505 to modify the signal program until the detector loop can be replaced. The contractor shall replace the loop as soon as possible.

Loop detector testing will be performed at each loop detector circuit following completion of work likely to damage the existing loops. The lead-in cable must be disconnected from the detector loop panel in the cabinet to prevent damage to the inductive loop detector. When the contractor has made all necessary repairs, the Department Traffic Signal Section shall be contacted to meet with the contractor at the intersection to confirm the satisfactory readings. Regardless of the number of tests required, the contractor shall be paid the contract unit price per intersection. Any costs to replace any splices broken for testing of the lead-in cable and detector loop shall be included in this pay item.

**BASIS OF PAYMENT.** This item shall be paid for at the contract unit price for each intersection as LOOP DETECTOR TESTING, which price shall be considered payment in full for all labor and material necessary to perform the work described above.

**SERVICE INSTALLATION, TYPE B**

(Effective July 1, 1990; Revised January 1, 2002)

In addition to the requirements of Section 805 of the Standard Specifications, this item shall require the contractor to contact the utility company, prior to beginning work, to determine the utility company regulations relating to electrical service. The contractor shall provide the utility company an estimated date that the service connection will be required, the agency which will be responsible for monthly service charges, and the connected load for flat rate billing if required. The responsible agency and connected load information is included in the plans. The customer service agreement with the utility company shall be executed by the agency responsible for monthly service charges.

All information furnished to the utility company shall be in writing with a copy provided to the engineer.

During the interim between the service activation date and the signal turn on day, all energy charges for the intersection shall be paid by the contractor according to Article 109.05 of the Standard Specifications. Beginning the day of the traffic signal turn on, all energy charges for the intersection will be paid by the responsible agency listed in the plans. The contractor is responsible for making arrangements with the responsible agency to transfer billing to the responsible agency.

This work shall be included in the cost of the SERVICE INSTALLATION, TYPE B

### **SERVICE INSTALLATION, TYPE B (MODIFIED)**

(Effective July 1, 1990; Revised June 1, 2002)

In addition to the requirements of Section 805 of the Standard Specifications, this item shall require the contractor to contact the utility company, prior to beginning work, to determine the utility company regulations relating to electrical service. The contractor shall provide the utility company an estimated date that the service connection will be required, the agency which will be responsible for monthly service charges, and the connected load for flat rate billing if required. The responsible agency and connected load information is included in the plans. The customer service agreement with the utility company shall be executed by the agency responsible for monthly service charges.

All information furnished to the utility company shall be in writing with a copy provided to the engineer.

During the interim between the service activation date and the signal turn on day, all energy charges for the intersection shall be paid by the contractor according to Article 109.05 of the Standard Specifications. Beginning the day of the traffic signal turn on, all energy charges for the intersection will be paid by the responsible agency listed in the plans. The contractor is responsible for making arrangements with the responsible agency to transfer billing to the responsible agency.

The proposed service installation at the intersection of IL 116 (Howard Street) and Main Street shall be installed similar to the existing service installation at that intersection. The existing service installation has a conduit riser and a cable guide attached to the adjacent building.

This work shall be included in the cost of the SERVICE INSTALLATION, TYPE B (MODIFIED)

### **CONDUIT PUSHED**

(Effective January 1, 2002)

Description: This work shall consist of furnishing and installing pushed conduit according to Section 810 of the Standard Specifications except as modified below.

Materials: The conduit shall be according to Article 810.02(a) or 810.02(b) of the Standard Specifications except that the rigid nonmetallic conduit shall be Schedule 80.

Construction Requirements: The tunnel created for the pushed conduit shall not be significantly larger than the conduit being pushed to prevent undue settling. No tunnel shall be left without conduit filling it for more than two hours after the tunnel is completed.

Basis of Payment: This work will be paid for at the contract unit price per meter (foot ) for CONDUIT PUSHED of the size specified.

### **INDUCTIVE LOOP DETECTOR**

Inductive loop detectors shall meet the requirements of Sections 885 and 1079 of the Standard Specifications with the following modifications:

Each inductive loop detector amplifier shall be rack mounted. Each inductive loop detector amplifier channel shall have a minimum of:

- 8 sensitivity settings
- LCD program menu

- Detector logs and displays number of loop failure incidents since last reset
- Internal function to determine the ideal sensitivity setting for every loop system
- 8 frequency settings
- 32 second call extend timer
- 32 second delay timer
- Call extend and delay timers able to operate cooperatively
- LED indication for detection

The detector supplied shall be the Reno Model C1200R single channel detector. An upgraded model of Reno detector may be substituted if the C1200R is not the current model.

Basis of Payment. This item shall be paid for at the contract unit price each for INDUCTIVE LOOP DETECTOR, which price shall be payment in full for all labor and material necessary to perform the work as described above.

**FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL**  
(Effective December 1, 1999; Revised January 1, 2002)

Full Actuated Controller and Type IV Cabinet shall meet the requirements of Sections 857, 1073 and 1074 of the Standard Specifications with the following modifications.

This item requires that a factory representative capable of ensuring that the controller and cabinet are operating to the satisfaction of the engineer shall be present at the turn on of the controller and shall remain until the intersection is operating to the satisfaction of the engineer. Should a defect appear in the controller or cabinet operation, the representative shall return as often as necessary until all defects are repaired.

At the preconstruction meeting, the contractor shall provide the names and phone numbers of two technicians who would be able to respond to controller malfunctions that occur within the 30 day acceptance period after the controller is turned on. If neither person can be reached at the time of the malfunction nor be at the location within 2 hours of receiving the call, any available electrician capable of evaluating and correcting the malfunction may be called at the state's discretion. Any and all bills resulting from defective operation of the controller or cabinet shall be the responsibility of the contractor.

**CONTROLLER:**

The controller shall be capable of uploading and downloading its database to a laptop computer that has been installed with the proper software. All uploaded data shall be able to be changed within the laptop and then downloaded to the controller. The necessary cables for upload/download shall be provided and upload/download software shall be provided and installed onto the District Three Compaq laptop computer as incidental to this pay item if the software and cables have not already been supplied to District Three or the software presently being used by District Three requires updating.

The controller data entry fields shall have a clear distinction between data fields and information. Data fields shall be in matrix format with a minimum of eight phases wide and four data lines deep.

The active status screen shall display the following information for all operating phases in an alpha-numeric display.

1. A clear distinction between the following detections for each phase: vehicle recall, vehicle detection, pedestrian recall, and pedestrian detection.



2. A clear distinction among the phases receiving detection.
3. Status displayed simultaneously whenever one or more of the following is operating: vehicle passage timer, maximum phase timer, added initial timer, time before reduction timer, time to reduce timer, existing gap timer, walk timer, don't walk timer.
4. When a phase ends, the controller shall report whether the exit was a max out, gap out or force out condition. The controller shall show the yellow and red timers timing and any trailing overlap timers timing.
5. The color of all operating overlaps.

The phasing of the controller shall be as shown in the plans.

#### CONTROLLER CABINET

In addition to the requirements of Sections 857, 1073 and 1074 of the Standard Specifications, the police door compartment shall contain a manual control cord from which the signals may be operated manually. The inside door toggle switches shall be protected from accidental contact by vertical metal slats. The slats shall extend beyond the switches, in a manner similar to the terminals on the back panel. A plastic plans holder shall be installed on the cabinet door. The holder shall be at least 11 inches high and 17 inches wide, shall open from the side, and shall not interfere with the filter. The holder shall have a means of closing the side opening to prevent water from entering.

A Plexiglas cover, or other high strength nonconductive cover, shall be installed over, and completely cover, the power panel. The cover shall completely shield the service wires, and circuit breaker wires from accidental contact.

A Plexiglas cover, or other high-strength nonconductive cover, shall be installed over, and completely cover, the power terminals for the thermostatically controlled exhaust fan. The thermostat shall be of the knob type capable of adjustment by hand and without tools. The thermostat and terminals shall be mounted on the left or right side of the controller cabinet.

All harness wiring of connectors A, B, C and D shall be factory installed so that an additional phase may be added to the existing phasing by the addition of a load switch and the proper conflict monitor card pinning.

Three 15 inch Velcro straps shall be fastened to the front of each cabinet shelf to secure the detector amplifier cables.

#### SEPARATE BATTERY BACKUP CABINET

Attached to the standard Type IV cabinet shall be a separate housing for the battery backup equipment. The battery backup cabinet shall be of the same material as the standard Type IV cabinet. The battery backup cabinet shall be bolted to the Type IV cabinet on the power distribution side of the Type IV cabinet. The battery backup cabinet shall have a solid bottom and be supported completely by the Type IV cabinet wall without needing a foundation pad.

The battery backup cabinet shall be capable of containing and supporting all the battery backup equipment supplied for this project plus two additional batteries (future expansion volume) own cooling fan and ventilation outlets and duplex outlet of the same specifications as the Type IV cabinet. The battery backup cabinet shall have its own locked door with the same key access as the Type IV cabinet.

Traffic signal controller and the cabinet assembly shall be fully tested by the equipment supplier. Five (5) copies of the complete cabinet wiring showing all connections shall be furnished.

Basis of Payment. This item shall be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL, which price shall be payment in full for all labor and material necessary to perform the work as described above.

### **CONCRETE HANDHOLE, OR CONCRETE DOUBLE HANDHOLE**

(Effective December 1, 1999; Revised January 1, 2002)

Concrete Handhole, and Concrete Double Handhole shall meet the requirements of Sections 814 and 1088 of the Standard Specifications with the following modifications:

The lift ring for the cover shall consist of a solid closed ring of stainless steel at least 3/8 inch in diameter. The lift ring shall be attached to the cover by a loop of stainless steel at least 3/8 inch in diameter. The lift ring and loop shall be recessed in the cover.

All unsuitable materials shall be disposed of by the Contractor outside the job limits.

Basis of Payment. This work will be paid for at the contract unit price each for CONCRETE HANDHOLE, or CONCRETE DOUBLE HANDHOLE, which price shall be payment in full for all necessary excavation, backfill, disposal of unsuitable materials, and furnishing all materials within the limits of the handhole.

### **TRAFFIC SIGNAL BATTERY BACKUP**

(Effective January 1, 2002)

This pay item shall consist of furnishing and installing a battery backup system meeting NEMA requirements into the proposed traffic signal cabinet. The battery backup system shall be specifically designed for outdoor applications.

The batteries and all components related to the battery backup shall be housed in the separate, but attached, battery cabinet housing. The cabinet specifications are described under the FULL ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL special provision.

The battery backup system shall meet the following minimum qualifications.

Complete line isolation with less than 2pF effective capacitance.

Provide computer grade sine wave power with 5% or less harmonic distortion at the rated electrical load. Frequency shall be a nominal 60 Hz.

Acceptable humidity range of 0 to 95% non-condensing.

The rectifier circuitry shall be designed for a minimum of 150,000 hours mean time between failures.

The rectifier unit shall include a manual make-before-break switch that allows transfer from UPS to line service and back without line interruption. The rectifier shall include an automatic failsafe bypass to automatically switch to utility line power in case of UPS failure.

The batteries shall be classified as severe service, non-regulated, non-dangerous. The batteries shall be non-gassing, zero maintenance with high purity lead grids and corrosion free stainless steel studs. All electrolyte materials shall be contained within absorbent materials in the battery. The batteries supplied shall be capable of operating the entire traffic signal intersection and master controller with interconnect functions for a minimum of 4 hours.

The rectifier shall be rated capable of handling 140 percent of the electrical load as proposed on these plans.

The rectifier shall be capable of being programmed to apportion the battery use time to a portion of time on normal operation followed by the remainder of battery time on flashing operation at the programmer's discretion. The battery life during flashing operation shall greatly exceed the battery life required when supporting continuous operation.

The lighting power feed shall be run so that the lighting is not powered when the traffic signals are operating on battery power.

Basis of Payment. This item shall be paid for at the contract unit price each for each intersection for TRAFFIC SIGNAL BATTERY BACKUP, which price shall be payment in full for all labor, material and equipment necessary to perform the work described above.

**TRAFFIC SIGNAL BATTERY BACK UP RETROFIT**  
(Effective June 1, 2002)

This pay item shall consist of furnishing and installing a battery backup system and cabinet meeting NEMA requirements attached to an existing traffic signal cabinet located at the intersection of Morrow Street with Howard Street (IL 116). The battery backup system shall be specifically designed for outdoor applications.

**TRAFFIC SIGNAL BATTERY BACKUP**

The battery backup system shall meet the following minimum qualifications.

Complete line isolation with less than 2pF effective capacitance.

Provide computer grade sine wave power with 5% or less harmonic distortion at the rated electrical load. Frequency shall be a nominal 60 Hz.

Acceptable humidity range of 0 to 95% non-condensing.

The rectifier circuitry shall be designed for a minimum of 150,000 hours mean time between failures.

The rectifier unit shall include a manual make-before-break switch that allows transfer from UPS to line service and back without line interruption. The rectifier shall include an automatic failsafe bypass to automatically switch to utility line power in case of UPS failure.

The batteries shall be classified as severe service, non-regulated, non-dangerous. The batteries shall be non-gassing, zero maintenance with high purity lead grids and corrosion free stainless steel studs. All electrolyte materials shall be contained within absorbent materials in the battery. The batteries supplied shall be capable of operating the entire traffic signal intersection and master controller with interconnect functions for a minimum of 4 hours.

The rectifier shall be rated capable of handling 140 percent of the electrical load as proposed on these plans.

The rectifier shall be capable of being programmed to apportion the battery use time to a portion of time on normal operation followed by the remainder of battery time on flashing operation at the programmer's discretion. The battery life during flashing operation shall greatly exceed the battery life required when supporting continuous operation.

The lighting power feed shall be run so that the lighting is not powered when the traffic signals are operating on battery power.

The batteries and all components related to the battery backup shall be housed in a separate, but attached, battery cabinet housing. The cabinet specifications are described below.

### **SEPARATE BATTERY BACKUP CABINET**

Attached to the existing traffic signal cabinet located at the intersection of Morrow Street with Howard Street (IL 116) shall be installed a separate housing for the battery backup equipment. The battery backup cabinet shall be of the same material as a standard Type IV cabinet. The battery backup cabinet shall be bolted to the existing cabinet on the power distribution side of the existing cabinet. The battery backup cabinet shall have a solid bottom and be supported completely by the existing cabinet wall without needing a foundation pad.

The battery backup cabinet shall be capable of containing and supporting all the battery backup equipment supplied for this project plus two additional batteries (future expansion volume) own cooling fan and ventilation outlets and duplex outlet of the same specifications as a standard Type IV cabinet. The battery backup cabinet shall have its own locked door with the same key access as the existing cabinet.

Basis of Payment. This item shall be paid for at the contract unit price each for each intersection for TRAFFIC SIGNAL BATTERY BACKUP RETROFIT, which price shall be payment in full for all labor, material and equipment necessary to perform the work described above including providing and installing a separate, but attached, battery cabinet housing.

### **REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT**

All existing controllers, conflict monitors, and loop detector amplifiers to be removed shall be delivered to the Pontiac Maintenance Headquarters located west of Pontiac on IL Route 116. All other equipment to be removed shall become property of the contractor. The salvage value of the items that will become the property of the contractor shall be reflected in the bid price for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.

### **LIGHT EMITTING DIODE (LED) SIGNAL HEAD (BDE)**

Add the following paragraph to the end of Article 802.03 of the Standard Specifications:

"The warranty for light emitting diode (LED) modules, including the maintained minimum luminous intensities, shall cover a minimum of 60 months from the date of delivery."

Revise Article 880.01 of the Standard Specifications to read:

**"880.01 Description.** This work shall consist of furnishing and installing a conventional signal head, optically programmed signal head or light emitting diode (LED) signal head."

Revise Article 880.02(a) of the Standard Specifications to read:

“(a) Signal Heads.....1078.01”

Revise the first sentence of the first paragraph of Article 880.03 of the Standard Specifications to read:

“The signal head shall be installed on a post, bracket, span wire or mast arm as shown on the plans.”

Revise the first paragraph of Article 880.04 of the Standard Specifications to read:

“**880.04 Basis of Payment.** This work will be paid for at the contract unit price each for SIGNAL HEAD, OPTICALLY PROGRAMMED SIGNAL HEAD, or SIGNAL HEAD, LED of the type specified and of the material type when specified.”

Revise Article 1078.01 of the Standard Specifications to read:

“**1078.01 Signal Head, Optically Programmed Signal Head and Light Emitting Diode (LED) Signal Head.**”

Add the following to Article 1078.01(c) of the Standard Specifications:

“(3) The LED signal section shall be according to the following:

- a. General Requirements. The LED signal head shall meet the requirements of the Institute of Transportation Engineers (ITE) interim LED purchase specification, “Vehicle Traffic Control Signal Heads, Part 2: LED Vehicle Traffic Signal Modules”, or applicable successor ITE specifications, except as modified herein. The LED’s utilized in the modules shall not be Aluminum Gallium Arsenide (AlGaAs) material technology.
- b. Physical and Mechanical Requirements. The power supply for the LED module shall be integrated with the unit.
- c. Photometric Requirements. The candlepower values for yellow 300 mm (12 in.) circular modules shall be equal to the corresponding values for green 300 mm (12 in.) circular modules as listed in Table 1 of Section 4 of the aforementioned ITE specification. The illuminated portion of the arrow module shall be uniformly and completely dispersed with the LED’s. Arrows shall have three rows of LED’s rather than two.
- d. Electrical Requirements. When applicable to the particular module type, the LED signal module shall be EPA Energy Star qualified. For yellow 300 mm (12 in.) circular and arrow modules, the wattage requirements shall be as follows:

Module Type	Maximum Watts (W) at 74°C (165° F)	Nominal Watts (W) at 25°C (77°F)
300 mm (12 in.) Yellow Circular	25	22
300 mm (12 in.) Yellow Arrow	12	10

The LED module shall provide the failed state impedance as specified in ITE, VTCSH, Part 2.

- e. Warranty. The LED modules shall be warranted according to Article 802.03. The maintained minimum intensities for 300 mm (12 in.) arrow modules throughout the warranty period under the operating temperature and voltage range, and at the end of the warranty period shall not be less than the following values:

Module Type	Maintained Minimum Intensities (cd/sq m)
Red Arrow	5,000
Yellow Arrow	11,000
Green Arrow	11,000

#### **ENTRANCE CONSTRUCTION AT DUFFY'S AMBULANCE SERVICE**

The Contractor shall not be allowed to close the two entrances at Duffy's Ambulance Service located at 50+97.95 Rt. and 51+67.84 Rt. simultaneously. In addition, the entrance at station 50+97.95 Rt. serves a garage with three bays which house ambulances. The contractor shall maintain access to at least two (2) of the ambulance bays at all times.

#### **RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)**

The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications. The limits of liability shall be in accordance with Article 107.11 of the Standard Specifications unless otherwise noted. A separate policy is required for each railroad indicated below unless otherwise noted.

<u>NAMED INSURED &amp; ADDRESS</u>	<u>NUMBER &amp; SPEED OF PASSENGER TRAINS</u>	<u>NUMBER &amp; SPEED OF FREIGHT TRAINS</u>
Union Pacific Railroad 1416 Dodge Street Room 820 Omaha, NE 68179	6 Amtrak Per day @ 79 MPH	4 freights per day @ 60 MPH

For freight/passenger information contact: Corridor Manager; Phone 402-636-7360

For insurance information contact: Judi Scott; Phone 402-271-2215

Basis of Payment: The costs for providing insurance, as noted above, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

APPROVAL OF INSURANCE: The ORIGINAL and one CERTIFIED copy of each required policy shall be submitted to ENGINEER OF DESIGN, ILLINOIS DEPARTMENT OF TRANSPORTATION, 2300 SOUTH DIRKSEN PARKWAY, SPRINGFIELD, ILLINOIS 62764 for approval. The contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Resident Engineer evidence that the required railroad protective liability insurance has been approved by the railroad(s). The Contractor shall also provide the Resident Engineer with expiration date of each required policy.

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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### ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

#### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4 and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. Employ convict labor for any purpose within the limits of

the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

#### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to



the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

## 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**MINIMUM WAGES FOR FEDERAL AND FEDERALLY  
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

**NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.

## **MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

### **NOTICE**

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